

EXHIBIT J

SUBLEASE

This SUBLEASE EXTENSION is entered into by and between UNIVERSITY CIRCLE INCORPORATED, a not-for-profit corporation ("UCI") and the CLEVELAND BOTANICAL GARDEN, a not-for-profit corporation ("CBG").

WITNESSETH:

WHEREAS, UCI entered into a lease agreement with the City of Cleveland, dated March 16, 1971, relating to certain premises located at 108th Street and Wade Park Avenue in the City of Cleveland, Ohio;

WHEREAS, UCI wishes to sublease to CBG a portion of said premises (the "Sublease Premises") more particularly described on Exhibit "A" attached hereto;

WHEREAS, CBG desires to accept such sublease and to assume the obligations imposed upon UCI by its lease with the City of Cleveland, with respect to the Sublease Premises;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the parties do hereby agree as follows:

1. UCI does lease to CBG the premises described on Exhibit "A" for the purpose of installing and maintaining on said Sublease Premises, an expanded outdoor garden to be toured by visitors to the Cleveland Botanical Garden. Should CBG, or any successor and assign of CBG, alter the use of the Sublease Premises to anything other than an expanded outdoor garden, without the prior written consent of UCI, this sublease shall immediately terminate and be of no further force and effect.

2. The term of this sublease shall be from its date of execution through December 31, 2068.

3. CBG shall pay to UCI the sum of One Dollar (\$1.00) each calendar year as rent hereunder. In addition, CBG agrees to be fully responsible for any and all expenses related to maintenance and repair of the Sublease Premises, and to maintain the Sublease Premises in a neat and sightly condition, and in conformance with any requirements imposed by the City of Cleveland under its lease with UCI.

4. Any and all other expenses related to the Sublease Premises, including, but not limited to, water, electricity, snow removal, and landscaping, shall be solely and completely at the expense of CBG.

5. CBG may not make any improvement to the Sublease Premises without the prior written consent of UCI.

6. CBG shall not have the right to assign or sublet this sublease without the prior written consent of UCI.

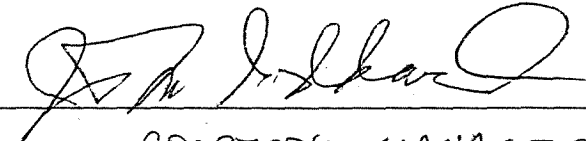
7. In the event of default by CBG in the performance of its obligations hereunder, and provided CBG has not cured said default within thirty (30) days of receiving written notice from UCI specifying the default, then UCI shall be entitled to terminate this sublease. Provided, however, UCI shall have the right to terminate this sublease, without assigning any reason therefor, upon one year's advance written notice to CBG.

8. Lessor shall not be liable or responsible for any damage to any of the personal property of Lessee or any other person, however caused, unless resulting from Lessor's failure to fulfill a duty imposed by law or by this lease, it being the intent of the parties that Lessee shall maintain adequate insurance to cover such damage. In addition, Lessee shall, during the entire term hereof, keep in full force and effect, a

policy of: (a) public liability and property damage insurance with respect to the Premises, and the business operated by Lessee including premises/operations, products, contractor, and personal injury, in which the limit shall not be less than one million (1,000,000.00) dollars of combined single limit; and (b) fire and extended coverage insurance in the amount equal to the full replacement value of the Premises. The policy shall name Lessor as additional insured as their interests appear and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their duly authorized officers this 11th day of October, 2006.

UNIVERSITY CIRCLE INCORPORATED

By: 
its: PROPERTY MANAGER

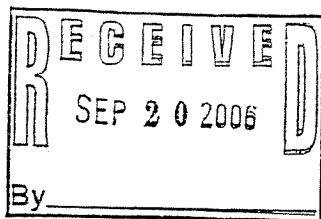
STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

Executed before me, a Notary Public in and for said county and state, the above-named University Circle Incorporated, an Ohio Corporation, by John Goddard its property mgr, who, under penalty of perjury in violation of Section 2921.11 of the

Civil Engineers • Land Surveyors
Since 1890

2030 West 19th Street
Cleveland, Ohio 44113-3549

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E-mail: garr2030@aol.com



PROPOSED
SUBLEASE PARCEL "C-1"
To
Cleveland Botanical Garden
From
University Circle Incorporated

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, known as being part of Original One Hundred Acre Lot No. 394, bounded and described as follows:

Beginning on the southerly side of East Boulevard N.E. at the northwesterly corner of Sublease Parcel "B" of the Cleveland Botanical Garden: thence South $0^{\circ}-19'-38''$ East along the northwesterly line of said Sublease Parcel "B", 6.55 feet to a corner therein: thence South $61^{\circ}-08'-49''$ West along said northwesterly line, 18.97 feet to a point: thence South $49^{\circ}-24'-44''$ West along said northwesterly line, 17.97 feet to a point: thence South $42^{\circ}-36'-00''$ West along said northwesterly line, 5.50 feet to the principal place of beginning of Sublease Parcel "C-1" herein intended to be described:

Thence continuing southerly along the northwesterly line of said Sublease Parcel "B" the following courses and distances:

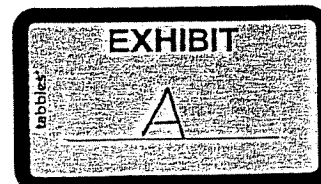
Course No. 1: thence South $42^{\circ}-36'-00''$ West, 33.55 feet to a point;

Course No. 2: thence South $33^{\circ}-41'-44''$ West, 35.22 feet to a point of curvature therein;

Course No. 3: thence southwesterly along the arc of a circle deflecting to the left, 45.40 feet to a point of tangency, said curved line having a radius of 191.64 feet and a chord which bears South $26^{\circ}-49'-37''$ West a distance of 45.30 feet;

Course No. 4: thence South $19^{\circ}-09'-46''$ West, 80.04 feet to a point of curvature therein;

Course No. 5: thence southwesterly along the arc of a circle deflecting to the left, 7.28 feet to its intersection with the westerly line of Proposed Sublease Parcel "C-1" to the Cleveland Botanical Garden, said curved line having a radius of 125.07 feet and a chord which bears South $15^{\circ}-48'-38''$ West a distance of 7.28 feet;



Course No. 6: thence northerly along the westerly line of said Parcel "C-1", along the arc of a circle deflecting to the right, 56.88 feet to a point, said curved line having a radius of 400.00 feet and a chord which bears North 7°-37'-32" West a distance of 56.83 feet;

Course No. 7: thence northeasterly along the arc of a circle deflecting to the left, 34.93 feet to a point of reverse curvature in said westerly line of said Sublease Parcel "C-1", said curved line having a radius of 100.00 feet and a chord which bears North 6°-53'-18" East a distance of 34.75 feet;

Course No. 8: thence northeasterly along the arc of a circle deflecting to the right, 22.43 feet to a point of tangency, said curved line having a radius of 60.00 feet and a chord which bears North 7°-35'-25" East a distance of 22.30 feet;

Course No. 9: thence North 18°-17'-53" East, 13.25 feet to a point of curvature therein;

Course No. 10: thence northeasterly along the arc of a circle deflecting to the right, 21.09 feet to a point of tangency, said curved line having a radius of 60.00 feet and a chord which bears North 28°-22'-05" East a distance of 20.98 feet;

Course No. 11: thence North 38°-26'-17" East, 11.16 feet to a point of curvature;

Course No. 12: thence northeasterly along the arc of a circle deflecting to the right, 22.66 feet to a point of tangency in the northerly line of said Sublease Parcel "C-1", said curved line having a radius of 40.00 feet and a chord which bears North 54°-39'-58" East a distance of 22.36 feet;

Course No. 13: thence North 70°-53'-40" East along the northerly line of said Sublease Parcel "C-1", 23.99 feet to a point of curvature therein;

Course No. 14: thence easterly along the northerly line of said Sublease Parcel "C-1", along the arc of a circle deflecting to the right, 29.85 feet to the principal place of beginning, said curved line having a radius of 70.00 feet and a chord which bears North 83°-06'-40" East a distance of 29.63 feet, containing 5,492 square feet of land (0.1261 acres) according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in August, 2006, be the same more or less.

Bearings are to an assumed meridian and are used to denote angles only.

L06-31A